

# **Exhibit A**

**Robert Indiana**  
**No. 25 Star of Hope Lodge**  
**Vinalhaven, Maine 04863**

Morgan Consolidated Ltd.  
7 Avenue Pictet de Rochemont  
1207 Geneva, Switzerland

Gentlemen:

In consideration of the mutual undertakings hereinafter set forth and other good and valuable consideration, the receipt whereof is hereby acknowledged, I hereby transfer and assign unto Morgan Consolidated Ltd. ("Morgan"), now known as Morgan Art Foundation Limited, all of my trademarks, copyrights and other rights that I now have or may hereafter acquire, including the right to sue for past infringement, in and to the *LOVE*, *AHAVA* (in Hebrew letters), *AMOR*, *Numbers* and *YALE* Images and in and to any and all paintings, sculptures, constructions and other art work, (hereinafter collectively called the "Images"), copies of which Images appear in the 1998 Catalogue of my art work prepared for my 1958-1998 Retrospective Exhibition at Museum of Modern and Contemporary Art in Nice, France and/or in the Catalogue Raisonne, 1951-1991, of my prints published by the Susan Sheehan Gallery, New York, except for the image of the *LOVE* postage stamp as illustrated on page 50.

The foregoing transfer and assignment to Morgan includes the exclusive right throughout the world in perpetuity to reproduce, promote and sell the Images in such forms and sizes, singularly or in any combination, in such manner, at such time, for such price and subject to such terms and conditions as Morgan in its sole discretion shall determine. Morgan shall have the right to select, appoint and employ attorneys, agents, representatives, successors and assigns to further the purposes of this Agreement.

In consideration of the foregoing transfer and assignment to Morgan, Morgan hereby covenants and agrees to pay me, within thirty days of receipt, a sum equal to fifty (50%) percent of the net income, as such term is defined in the attached Schedule of Permissible Deductible Expenses, derived from and received by Morgan pursuant to each Agreement by and between Morgan and third parties for the sale of an Image or Images. In addition to the foregoing, Morgan shall furnish an accounting to me, on a quarterannual basis, which accounting shall itemize the income received, the expenses incurred and the payments made to me in connection with the sale or sales of the Images.

During my lifetime, each proposed project involving the Images which shall be addressed directly to me, shall be forwarded promptly by me to Simon Salama-Caro ("Salama-Caro"), for review, discussion, and recommendation. Thereafter, Morgan shall negotiate and, enter into an agreement with respect to each such project on such terms and conditions as Morgan shall determine. It is understood and agreed that Salama-Caro is



FROM : Simon Salama-Caro

PHONE NO. :

Apr. 09 1999 03:52PM P4

DUPLICATE

Page 2 Agreement Robert Indiana/Morgan Consolidated Ltd.

acting on behalf of and as representative for Morgan. If Salama-Caro can no longer act as such representative or shall resign, his designated successor shall be appointed by Morgan and such successor shall act in his place and stead, and I shall be duly advised of such appointment.

I hereby warrant and represent that each of the Images is my sole, exclusive and original work and that I have full power to make this Agreement. I hereby further warrant and represent that none of the rights hereby transferred and assigned to Morgan have heretofore been transferred and assigned to any third party. If a dispute shall arise by and between Morgan and any third party concerning the foregoing warranties and representations or concerning the rights hereby transferred and assigned to Morgan, or if an infringement or a violation of the foregoing shall occur, then in that event, Morgan shall have the right, power and authority to prosecute a law suit to resolve such dispute and/or terminate such infringement, and to collect and retain damages therefor. I hereby agree to render any and all assistance that shall be necessary to protect and defend the rights transferred and assigned to Morgan hereunder.

This Agreement shall be binding upon and shall inure to the benefit of the undersigned, and their respective successors, assigns, heirs, next of kin and representatives. This Agreement shall be effective as at June 28, 1998.

This Agreement is subject to and shall be construed in accordance with the laws of the State of New York. Any claim, dispute or controversy related to or arising under or involving the terms and provisions of this Agreement shall be resolved by arbitration in the City of New York subject to the rules and regulations then in effect of the American Arbitration Association.

DATED: 9 APR 99

  
Robert Indiana

MORGAN CONSOLIDATED LTD., now known as  
MORGAN ART FOUNDATION LIMITED

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Mylea Stott

**Robert Indiana**  
**No. 25 Star of Hope Lodge**  
**Vinalhaven, Maine 04863**

SCHEDULE OF PERMISSIBLE DEDUCTIBLE EXPENSES

For the purposes of the annexed Agreement by and between Robert Indiana and Morgan Consolidated Ltd., now known as Morgan Art Foundation Limited, the following items are the Permissible Deductible Expenses to determine the net income derived from the sale of the Images and received by Morgan, which net income shall be payable to Robert Indiana pursuant to the above described Agreement, namely:

Cost of Sales

Packing, Storing, Shipping and Insurance  
Reproduction/Manufacturing Expenses  
Promotional Expenses  
Photography Expenses  
Sales Expenses  
Commissions and Fees  
Travel and Entertainment  
Finance Charges and Expenses


Administrative Expenses

Postage  
Fax  
Telephone

Professional Expenses

Attorney's Fees and Disbursements  
Accounting

9 APRIL 1995  
Dated

  
Robert Indiana